

# County of Los Angeles DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746 Tel (562) 908-8400 • Fax (562) 908-0459 Board of Supervisors

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BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

#16 DECEMBER 6, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

December 06, 2011

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

**Dear Supervisors:** 

## RECOMMENDATION TO EXTEND THIRTEEN STAGE ONE CHILD CARE CONTRACTS (ALL DISTRICTS – 3 VOTES)

### **SUBJECT**

The Department of Public Social Services (DPSS) continues to require the services of 13 contractors to provide Stage 1 Child Care (S1CC) services to the County's California Work Opportunity and Responsibility to Kids (CalWORKs) participants. These contractors assist participants in obtaining child care services so that the participant may be actively engaged in required Welfare-to-Work activities. The current contract expires December 31, 2011. The six-month extension would provide sufficient time to finalize the ongoing negotiations of new three-year contracts with the 13 contractors. The amendment also includes the Board-mandated language that is to be added to the insurance provision, and revises Statement of Work, Technical Exhibit 13.6A which deletes the GAIN Region IV Beverly sub-office as a collocated work location and moves the staff to the GAIN Region IV Exposition Park office.

#### IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Acting Director of DPSS to prepare and execute contract amendments, in substantially similar form as Enclosure I, with the 13 current S1CC contractors for the amounts indicated on Enclosure II; and instruct DPSS to notify your Board and the Chief Executive Office in writing within ten workdays of execution of the contracts. The amendments extend the terms of the contracts for a period of six months effective January 1, 2012 through June 30, 2012 at an estimated cost of \$39,780,427. This estimated cost will be fully funded by the CalWORKs Single Allocation. Funding for the contract amendments has been included in the Department's Fiscal Year (FY) 2011-12 Adopted Budget.

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### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DPSS to continue to provide vital child care services to the County's CalWORKs participants to assist them in participating in required Welfare-to-Work activities and to achieve the goal of self-sufficiency. Under the S1CC contracts, the contractors: 1) ensure that the parent is provided with the necessary information and assistance to make an informed child care choice, 2) determine that the parent is eligible to receive child care services and the provider meets all eligibility criteria, and; 3) process the child care certification within a specified time period. The S1CC contractors must all process provider payments.

An extension to the current S1CC contracts is requested due to the need for more time to consider the liability impact of contractors' requested changes to the Standard Terms and Conditions of the contract.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 2; Children, Family and Adult Well-Being, Strategy 1; Client-Center Integrated Services: Develop and implement client-centered approaches through integrated services and best practices.

### FISCAL IMPACT/FINANCING

The cost of extending the S1CC contracts will be fully funded by the CalWORKs Single Allocation. There is no additional net County cost after the required CalWORKs Maintenance of Effort is met. The total cost of the six-month extension for the 13 S1CC contracts is estimated to be \$39,780,427, which includes \$9,088,927 for operational and administrative fees paid to the contractors and \$30,691,500 for the direct costs of payments made to child care providers. Funding for the contract amendments is included in the Department's FY 2011-12 Adopted Budget.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Education Code 8350 requires three stages of services under the child care program. Subsection 8351(a) of the same code requires county welfare departments to manage the first stage. Subsection 8351(e) allows counties to contract for any or all S1CC services. The Stage 2 and Stage 3 Child Care Programs are under the administrative authority of the California Department of Education (CDE). DPSS has contracted with the same 13 contractors for S1CC services, as CDE has, since December 1998.

The current contracts went into effect on September 1, 2006 for 11 of the contractors and on October 1, 2006 for two other contractors, and were to expire on June 30, 2009. Due to delays caused by the State Budget crisis and other factors, the contracts were extended with approval by the California Department of Social Services (CDSS) and your Board for extension periods to complete negotiations for the three-year contracts.

The current contracts for these services expire on December 31, 2011. On October 27, 2011 CDSS approved the extension of these contracts for an additional six months. The contract amendments have been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

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The original S1CC contract term was from September 1, 2006 (October 1, 2006 for two contractors) through June 30, 2009. On September 8, 2008, CDSS approved the renewal of these sole source contracts with the Stage 2 and Stage 3 contractors. There are no other contractors that can adequately perform this function. Seamless service delivery between Stages 1, 2, and 3 is crucial to ensure CalWORKs participants continue to achieve their long-term goals of self-sufficiency.

On March 20, 2009, CDSS approved our requests to extend these current contracts on a month-to-month basis for six months from July 1, 2009 through December 31, 2009 due to the State budget crisis. On November 16, 2009, CDSS approved our request to extend the contracts for a 12-month period from January 1, 2010 through December 31, 2010 as State budget issues continued with changes in the CalWORKs Welfare-to-Work exemption criteria.

On November 12, 2010, CDSS approved our request to extend the contracts for six months, from January 1, 2011 through June 30, 2011, due to the unique circumstances caused by the delay in finalization of the State budget potential reductions in the CalWORKs programs, and potential elimination of the S1CC program.

On June 2, 2011, CDSS approved our request to extend the contracts for six months, from July 1, 2011 through December 31, 2011, due to these unique circumstances.

### **CONTRACT PERFORMANCE**

The current S1CC contracts are monitored on a quarterly basis. The most recent monitoring reports indicated that the agencies are in compliance with the contract requirements.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will permit the uninterrupted provision of S1CC services to CalWORKs participants. The recommended action will not infringe on the role of the County in relationship to its residents and the County's ability to respond to an emergency will not be impaired.

### **CONCLUSION**

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

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Respectfully submitted,

Shough L. Spiller

SHERYL L. SPILLER

**Acting Director** 

SLS:rml

**Enclosures** 

Chief Executive Officer
 County Counsel
 Executive Officer, Board of Supervisors
 Deputy Chief Executive Officer

# AMENDMENT NUMBER SEVEN TO THE CONTRACT BY AND BETWEEN THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES AND

### (NAME OF CONTRACTOR) TO PROVIDE STAGE 1 CHILD CARE SERVICES

Reference is made to the Agreement entitled "CalWORKs Stage 1 Child Care Services Contract" and further identified as County Contract Number CMD \_\_\_\_\_ by and between County of Los Angeles and Contractor for Stage 1 Child Care Services" dated September 1, 2006, Amendment Number One dated October 30, 2007, Amendment Number Two dated June 22, 2009, Amendment Number Three dated December 22, 2009, Amendment Number Four dated December 23, 2010, Amendment Number Five dated January 11, 2011, Amendment Number Six dated June 30, 2011, Change Notice Number One dated October 23, 2006, Change Notice Number Two dated February 28, 2007, Change Notice Number Three dated October 4, 2007, Change Notice Number Four dated September 8, 2008, Change Notice Number Five dated October 30, 2008, and Change Notice Number Seven dated June 8, 2009 (collectively hereinafter referenced as "Contract").

WHEREAS, Contractor is qualified to provide the CalWORKs Child Care Resource and Referral and/or Alternative Payment Program services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such child care services as referrals, orientation, case management, record maintenance, and payments; and

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, based upon non-competitive negotiation under Code of Federal Regulations 45, Part 74 (Administration of Grants) and California Department of Social Services regulations and policies, CONTRACTOR has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and California Education Code 8351(e); and

WHEREAS, the County and Contractor desire to extend the Contract for an additional six-month period between January 1, 2012 through June 30, 2012, revise the insurance provisions and to revise the Collocated DPSS Work Locations chart.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend this Contract as follows:

- This Amendment shall commence upon execution. All changes set forth in this
  amendment shall only be effective upon execution and shall have no retroactive
  effect.
- II. CONTRACT, Section 4.0, TERM OF CONTRACT, Paragraph 4.5 is added as follows:
  - 4.5 This Contract is extended for an additional six-month period commencing January 1, 2012 through June 30, 2012. COUNTY has the option to terminate the Contract earlier in accordance with Contract Section 8.54, Termination for Convenience of the COUNTY.
- III. CONTRACT, Section 8.0 TERMS AND CONDITIONS, Paragraph 8.37, INSURANCE GENERAL REQUIREMENTS, Subparagraph 8.37.1 is deleted in its entirety and replaced as follows:
  - 8.37.1 Evidence of Coverage and Notice to County
    - 8.37.1.1 Prior to commencing services under this Contract, certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Department of Public Social Services Contract Management Division 12900 Crossroads Parkway South, 2<sup>nd</sup> Floor City of Industry, California 91746-3411 Attn: Contract Manager

Such certificates or other evidence shall:

Specifically identify this Contract.

Clearly evidence all coverage required in this Contract.

### 8.37.1.2 Cancellation of or Changes in Insurance

Contract shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notification of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or

policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

- 8.37.1.3 Include copies of the additional insured endorsement of the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- 8.37.1.4 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense.
- IV. CONTRACT, Section 8.0 TERMS AND CONDITIONS, Paragraph 8.37, INSURANCE GENERAL REQUIREMENTS, Subparagraph 8.37.3 is deleted in its entirety and replaced as follows:
  - 8.37.3 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contract, and/or suspect or terminate this Contract. County, at is sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contract reimbursement.

V. STATEMENT OF WORK, TECHNICAL EXHIBITS, Technical Exhibit 13.6 has been deleted in its entirety and replaced with Technical Exhibit 13.6.A, attached hereto and incorporated by reference. All references to Technical Exhibit 13.6 shall hereafter be replaced by Technical Exhibit 13.6A

All other provisions, terms and conditions in the Contract shall remain in full force and in effect.

The parties hereto have caused this Amendment Number Seven to be executed by their authorized officers.

### **COUNTY OF LOS ANGELES**

By:	Sheryl L. Spiller, Acting Director Department of Public Social Services	Date	
CON	ITRACT NAME AND NUMBER		
Ву:	Name Executive Director	Date	
AND	ROVED AS TO FORM: REA SHERIDAN ORDIN		
COU	NTY COUNSEL		
•	Deputy County Counsel	Date	

### **TECHNICAL EXHIBIT 13.6A**

# COLLOCATION STAFFING AND WORK HOURS REP/AFLP OFFICES FOR SWIFT COMMUNICATIONS AND AGENCY MAIN OFFICE LANGUAGE CAPABILITIES

ALLOCATED COLLOCATION STAFF					
Agency	Staff	Agency	Staff		
CCFS	0	Drew	0		
CCIS	0	IILA	0		
CCRC	*7	MAOF	*3		
CHS	*6	Options	*3		
Norwalk	0	Pathways	0		
Connections	0	PUSD	2		
Crystal Stairs	*7				

<sup>\*</sup> Includes 1 Floater Staff, as specified in 4.1.2

### **COLLOCATED DPSS WORK LOCATIONS**

DPSS DISTRICT	PRIMARY SERVICIN AGENCY/ST	G	BILINGUAL REQUIREMENTS	DAYS	HOURS*
Florence #17 1740 E. Gage Ave. Los Angeles 90001	Crystal Stairs	1	English/Spanish	M-F	8:30 a.m 5:30 p.m.
Lancaster #34 349-B E. Avenue K-6 Lancaster 93535		1	English/Spanish	M-F	
GAIN REGION II - Antelope Valley Sub-Office 349 C East Ave., K-6 Lancaster 93535	CCRC				8:00 a.m 5:00 p.m.
GAIN REGION I 5200 W. Century Blvd. Los Angeles 90045	Crystal Stairs	2	English/Spanish	M-F	8:30 a.m 5:30 p.m.
GAIN REGION II 21415 Plummer St. Chatsworth 91311		1			
West Valley #82 21415 Plummer St. Chatsworth, 91311	CCRC		English/Spanish	M-F	8:00 a.m 5:00 p.m.
GAIN REGION II Palmdale Sub-Office 1050 E. Palmdale Blvd. Palmdale 93350	CCRC	2	English/Spanish	M-F	8:00 a.m 5:00 p.m.

### **COLLOCATED DPSS WORK LOCATIONS**

DPSS DISTRICT	PRIMARY SERVICING AGENCY/STAFF		BILINGUAL REQUIREMENTS	DAYS	HOURS*
GAIN REGION III 3216 N. Rosemead Blvd. El Monte 91731	Options	2	English/Spanish English/Vietnamese	M-F	8:00 a.m 5:00 p.m.
GAIN REGION III Pomona Sub-Office 2255 N. Garey Ave. Pomona 91767	Pomona	2	English/Spanish	M-F	8:00 a.m 5:00 p.m.
GAIN REGION IV Exposition Park 3965 S. Vermont Ave. Los Angeles 90037	Crystal Stairs	3	English/Spanish English/Armenian	M-F	8:00 a.m 5:00 p.m.
GAIN REGION V 2959 Victoria Street Rancho Dominguez 90221	CHS	5	English/Spanish English/Vietnamese	M-F	8:00 a.m 5:00 p.m.
GAIN REGION VI 5460 Bandini Blvd. Bell 90201	MAOF	1	English/Spanish	M-F	8:00 a.m 5:00 p.m.
GAIN REGION VI Belvedere Sub-Office 5445 E. Whittier Blvd. Los Angeles 90201	MAOF	1	English/Spanish	M-F	8:00 a.m 5:00 p.m.
GAIN REGION VII 3307 N. Glenoaks Blvd. Burbank 91504	CCRC	2	English/Armenian	M-F	8:00 a.m 5:00 p.m.

<sup>\*</sup>Assigned hours may vary as directed by DPSS Office Head.

### **WEEKLY VISITS - DPSS WORK LOCATIONS**

DPSS DISTRICT	PRIMARY VISITING AGENCY
Glendale #02 4680 San Fernando Rd. Glendale 91204	CCRC
Pasadena #03 955 N. Lake Ave Pasadena 91104	Options
El Monte #04 3350 Aerojet Avenue El Monte 91731	Options
Cudahy #06 8130 S. Atlantic Ave. Cudahy 90201	MAOF
West Los Angeles #09 11390 W. Olympic Blvd. Los Angeles 90064	Crystal Stairs
East Valley #11 14545 Lanark St. Panorama City 91402	CCRC
Exposition Park #12 3833 S. Vermont Ave. Los Angeles 90007	Crystal Stairs
Metro Family #13 2615 S. Grand Ave. Los Angeles 90007	Crystal Stairs
Metro East #15 2855 E. Olympic Blvd. Los Angeles 90023	MAOF
San Gabriel #20 3350 Aerojet Avenue El Monte 91731	Options

### **WEEKLY VISITS - DPSS WORK LOCATIONS**

DPSS DISTRICT	PRIMARY VISITING AGENCY
Compton #26 211 E. Alondra Blvd. Compton 90220	CHS
South Central #27 10728 S. Central Ave. Los Angeles 90059	Crystal Stairs
South Family #31 17600 "A" S. Santa Fe Ave. Rancho Dominguez 90221	CHS
Pomona #36 2040 W. Holt Ave. Pomona 91768	Pomona USD
Metro North #38 2601 W. Wilshire Blvd. Los Angeles 90057	MAOF
Norwalk #40 12727 Norwalk Blvd. Norwalk 90650	CHS
Santa Clarita #51 27233 Camp Plenty Road Canyon Country 91351	CCRC
Paramount #62 2961 East Victoria Rancho Dominguez 90221	CHS
Lincoln Heights #66 4077 N. Mission Road Los Angeles 90032	MAOF
Southwest Family #83 923 E. Redondo Blvd. Inglewood 90302	Crystal Stairs

# REFUGEE SERVICES PROVIDERS FOR REP PROGRAM FOR SWIFT COMMUNICATION

REFUGEE EMPLOYMENT PROGRAM CONTRACTORS	PRIMARY VISITING AGENCY
Armenian Evangelical Social Services Center (AESSC) 5250 Santa Monica Blvd., Ste. 204 Los Angeles 90029	Crystal Stairs
Armenian Relief Society (ARS) 517 West Glenoaks Blvd. Glendale 91202	CCRC
Community Enhanced Services 1335 North La Brea Av., Suite 3 Los Angeles 90028	Pathways
Economic & Employment Development Center (EEDC) 2200 West Valley Blvd., Suite A Alhambra 91803	Options
Jewish Vocational Services (JVS) 6505 Wilshire Blvd., Ste. 200 Los Angeles 90048	Crystal Stairs
Los Angeles Unified School District (LAUSD) 1646 South Olive Street, Suite 221 & 213 Los Angeles 90015	Crystal Stairs
Los Angeles Unified School District (LAUSD) 6200 Winnetka Avenue, Rm 43 Woodland Hills 91367	CCRC

Refugee Service Providers are subject to change.

# STAGE 1 CHILD CARE CONTRACT AFLP OFFICES FOR SWIFT COMMUNICATIONS

AFLP OFFICE SITE	AFLP LIAISON	SERVICING R&R AGENCY
El Nido Family Center 9302 S. Normandie Ave. Los Angeles 90047	Francesca Anello (323) 757-0101 FAX (323) 757-8434	Crystal Stairs
El Nido Family Center 12502 Van Nuys Blvd., Ste. 201 Pacoima 91331	Eugenia Castro (818) 896- 7776 FAX (834) 797-6329	CCRC
El Nido Family Center 406 Carson Plaza Dr., Ste. 106 Carson 90746	Laurie Alper (310) 768-8030 FAX (310) 768-8186	Crystal Stairs
El Nido Family Center 38345 30 <sup>th</sup> St., East, Ste. C Palmdale 93550	Rosemarie Molinado (805) 274-4192 FAX (805) 274-4199	CCRC
El Nido Family Center 10200 Sepulveda Blvd, Ste. 350 Mission Hills 91345	Anita Butler (818) 830-3646 FAX (818) 830-3654	CCRC
El Nido Family Center 110 S. La Brea Av., Ste. 420 Inglewood 90301	Leon Thompson (310) 677-7366 FAX (310) 677-4626	Crystal Stairs
Foothill Family Services 2500 E. Foothill Pasadena 91101	Lorraine Williams (626) 564-1613 FAX (626) 564-1651	Options
Foothill Family Services 1720 W. Cameron Ave., Ste.100 West Covina 91709	Marsha Porshin (626) 338-9200 FAX (6262) 856-1560	Options
Foothill Family Service El Monte Office 11429 Valley Blvd. El Monte 91731	Nancee Lee-Allen (626) 442-8391 FAX (626) 442-8387	Options
Children's Hospital of L.A. Project Nateen 4610 Hollywood Blvd. Los Angeles 90027	Fabiola Ruiz (323) 669-5981 FAX (323) 913-1653	Crystal Stairs
Altamed Health Services 512 S. Indiana St. Los Angeles 90063	Xochitl Ibarra (323) 307-0171 FAX (323) 307-0161	MAOF
Altamed Health Services 3820 Martin Luther King Jr. Blvd. Lynwood 90262	Christy Harris (310) 605-0311 FAX (310) 605-0318	CHS

Spanish

### **STAGE 1 CHILD CARE CONTRACT**

### **AGENCY MAIN OFFICE LANGUAGE CAPABILITIES:**

Each CONTRACTOR shall maintain the following language capabilities at its main office for this Contract, including telephone access, as specified below. English and Spanish capability is required during all public access hours, as specified in the Statement of Work Section 1.3.1. Other language capabilities listed below are required from 8:00 a.m. to 4:00 p.m., Monday through Friday. See Section 3.2 for additional requirements for services to Non-English/Limited English Speaking participants.

CCRC	CCIS	<u>PATHWAYS</u>
English Spanish Armenian	English Spanish	English Spanish Korean Armenian
MAOF	CONNECTIONS	CHS
English Spanish	English Spanish	English Spanish Cambodian
CRYSTAL STAIRS	<u>OPTIONS</u>	CITY of NORWALK
CRYSTAL STAIRS  English Spanish	OPTIONS  English Spanish Vietnamese Cantonese Mandarin	CITY of NORWALK  English Spanish
English	English Spanish Vietnamese Cantonese	English

Spanish

### **INTERNATIONAL INSTITUTE of L.A.**

English Spanish

Spanish

# STAGE 1 CHILD CARE ESTIMATED COSTS FOR THE SIX-MONTH EXTENSION PERIOD JANUARY 1, 2012 THROUGH JUNE 30, 2012

CONTRACTOR	OPERATIONAL AND ADMINISTRATIVE FEES <sup>1</sup>	DIRECT PROVIDER PAYMENTS	TOTAL	SUPERVISORIAL DISTRICT
Center for Community and Family Services	\$ 819,914	\$ 3,632,000	\$ 4,451,914	1, 2, 4
Child Care Information Service	\$ 172,084	\$ 540,500	\$ 712,584	1, 5
Child Care Resource Center	\$ 2,113,869	\$ 6,837,000	\$ 8,950,869	1, 3, 5
Children's Home Society of California	\$ 751,574	\$ 1,589,500	\$ 2,341,074	2, 4
City of Norwalk	\$ 129,066	\$ 559,000	\$ 688,066	4
Connections for Children	\$ 92,870	\$ 340,500	\$ 433,370	2, 3, 4
Crystal Stairs, Inc.	\$ 1,782,367	\$ 5,966,000	\$ 7,748,367	1, 2, 4
Drew Child Development Corporation	\$ 630,428	\$ 2,921,000	\$ 3,551,428	1, 2
International Institute of Los Angeles	\$ 83,202	\$ 268,500	\$ 351,702	1
Mexican American Opportunity Foundation	\$ 785,258	\$ 2,668,000	\$ 3,453,258	1, 5
Options	\$ 669,798	\$ 2,099,000	\$ 2,768,798	1, 4, 5
Pathways	\$ 398,440	\$ 1,282,500	\$ 1,680,940	1, 2, 3
Pomona Unified School District	\$ 660,057	\$ 1,988,000	\$ 2,648,057	1, 4, 5
TOTAL	\$ 9,088,927	\$30,691,500	\$39,780,427	

Source of data: Financial Management Division 09/29/11.

<sup>1</sup> Operational and Administrative fees include costs (direct and indirect) such as, employee salaries, employee benefits, insurance, management overhead, supplies, computer equipment, software, postage, printing, collocation staff, and outreach activities.